

LEAVE AND LICENSE AGREEMENT

This LEAVE AND LICENSE AGREEMENT is made on date 08th January 2025.

BETWEEN

Private Limited, (herein referred as "Licensor" or Coworking Service Provider"), having its **Registered Office at**
New Delhi – 110048 through its Authorized Person Sanjeev Laroia, "Service Provider"

AND

COMPANY NAME (hereinafter referred to as "Licensee/ Client") **Address:** -----
 Mr./Ms. (Represented By), **who is the Authorized Signatory**, Mobile number-----, (KYC to be attached, Company Pan Card) AADHAR of the Authorized Signatory.

WHEREAS

- A. The Licensor bearing address
NewDelhi – 110048 has full and unfettered rights to lease/let out the said Premises (or a portion thereof) on such terms and conditions as it may think fit at its sole discretion.
- B. The Client/ Licensee desire to take a property on lease so as to use the said property as its registered office for a period of eleven (11) months.
- C. Pursuant thereto, the Licensor has agreed to permit the LICENSEE/ CLIENT to use the Licensed Premises on a Leave and License basis, and the LICENSEE/ CLIENT has agreed to take the Licensed Premises on license subject to the terms, covenants, conditions and agreements hereinafter contained.

Name of the client	
PAN Number/AADHAR Number.	
Centre address	
Commencement Date	
Terms	11 months
Amount in advance to be paid at once	

USE OF AND ACCESS TO THE LICENSED PREMISES

The Client/ Licensee is interested in using the office space (hereinafter referred to as the “Services”) from the Licensor at its premise located at

New Delhi – 110048 (hereinafter referred to as the “Premise”). The whole of the Premise remains the property of the Service Provider and remains in the Licensor’s possession and control. The allowed usage for Licensee is mentioned in the clause ‘Terms of Usage’. This Agreement is personal to the Client/ Licensee and cannot be transferred to anyone else.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Services are offered to Client/ Licensee conditioned on acceptance without modification of the terms and conditions, contained in this Agreement. Client/ Licensee use of the Service constitutes its agreement and consent to the terms and conditions stated in this Agreement. Each person that uses the Premise, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, Service Provider reserves the right to cancel Services to Client/ Licensee immediately and seek all remedies available by law and in equity for such violations.

TERMS OF USAGE

The Client may use the address for its business correspondence.

Clients may also use the Office Address for obtaining business registrations, trade licenses, GST & Bank Accounts, with the understanding that the client assumes the responsibility for complying with all the required provisions of applicable acts and laws.

The client can use the address of the designated centre as their primary registered office address with MCA/ROC.

The Licensee/Client is not permitted to avail of any credit facility, whether relating to any loans or any other forms of credit line, at this address.

LICENSE FEES

License fees are payable in advance. Any dues/delays in the License fees will cause the termination of the Services/Agreement on the expiration date set forth at the time of signup or payment. For late payments of renewals, the Client/ Licensee has to pay an additional INR 500 penalty per day, in addition to renewal license fees, for the delay in payment.

SERVICE RETAINER / DEPOSIT AMOUNT

If interested, the Client/ Licensee will be required to pay a service retainer/deposit fee of INR 1000+GST, at any time during the agreement, in case it wishes to use the “Courier Forwarding” facility. This amount will be kept separately from Subscription fees. This is an optional service for the Client/ Licensee. The client/ Licensee has to replenish the deposit when it reaches the minimum level. When the Client/ Licensee terminates the service, the entire balance of the deposit amount will be refunded to the Client/ Licensee.

ADDITIONAL SERVICES

The Client/ Licensee can receive registered and certified mail at the premises. Service Provider will receive up to 10 letters or packages per month free of charge for the Client/ Licensee. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter/package. The service Provider will not accept packages more than 5 Kg in weight or 1 cubic foot in size. The Client/ Licensee can pick up the mail from the location free of cost. Service Provider shall not be liable for any mail not collected within 30 days from the date of receipt date of the package at the Premise.

TERMINATION OF SERVICE

The Client/ Licensee may decide to terminate the service at any time. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon termination of the agreement, the Client/ Licensee must cease the use of the address of the premise for any government registrations, and any Phone Numbers issued by the service provider to the Client/ Licensee immediately, from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc.

Notwithstanding any other provision under this Agreement, if the Client/ Licensee has used the address of the premise for registration with the registrar of companies, Statutory compliances authority, Banks, or other governmental authorities etc., it has to change the office address submitted with such authorities within 15 (Fifteen) days after the date of termination or expiry of this Agreement, unless otherwise agreed with the Service Provider. The Licensor reserves the right to take legal action against the Licensee if they are found in breach of this clause.

Service Provider reserves the right to terminate the service and this agreement without notice for any Client/ Licensee whose activity might adversely affect Service Provider's reputation or Service Provider's normal operation.

Service Provider will terminate the service anytime (without issuing any termination notice) in case Client/ Licensee violates any clause or provision of this agreement, or Client//Licensee's activities are reported to be fraudulent.

As our contract is of automatic renewal in nature, if the licensee is still using the address at end of the agreement term, the payment of the subscription services becomes due immediately. If the Licensee fails to process the renewal payment on time, the Licensor reserves the right to deactivate accounts and cancel subscription benefits of all legal Govt. registrations taken at the address, by informing the concerned government departments.

REFUND POLICY

Any License fee paid fully or partially non-refundable, unless the Licensee purposely terminates the agreement.

NATURE OF BUSINESS

Client/ Licensee has to explain its nature of business in writing on this agreement in Annexure 1 hereto. The Client/ Licensee agrees with the Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the office address of the premises, whether directly or indirectly for any such purpose or purposes. If the Client/ Licensee carries any business contrary to this understanding, the service provider is at liberty to terminate the agreement and shall not be responsible for any legal issues which may arise because of such illegal business.

If the Client/ Licensee changes the nature of business, it must notify the Service Provider in writing beforehand.

LIABILITY

Service Provider will not be liable for any loss sustained as a result of the Service Provider's failure to provide the services as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of the Service Provider's interest in the building containing the office. The Service Provider does not accept liability for actions, or services of/by third parties in any way whatsoever, including delays & Non-receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service.

Further, the Service Provider shall not be responsible or liable to Client/ Licensee for any loss or damage resulting to Client/ Licensee by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond the reasonable control of the Service Provider.

The Client/ Licensee shall indemnify and keep and hold the Service provider fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.

In case the Client/ Licensee is unable to fulfil the obligations mentioned herein, this Agreement shall be deemed to be terminated therefrom. Apart from that if the Client/ Licensee violates any terms of this agreement, this agreement shall be terminated forthwith.

CONFIDENTIALITY

Client/ Licensee recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn the confidential information ("Confidential Information") about Service Provider. Client/ Licensee agrees that during the Term of this Agreement and thereafter: (a) Client/ Licensee shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client//Licensee's own similar information, but in no event less than a reasonable standard of care; (b) Client/ Licensee will use Confidential Information solely for the purposes of this Agreement; and (c) Client/ Licensee will not disclose Confidential Information to any third party without the express prior written consent of Service Provider unless required to do so under applicable law.

Similarly, the Service Provider recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about the Client/ Licensee. Service Provider agrees that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client/ Licensee.

If the Service Provider transfers its business or any business segment that provides services to the Client/ Licensee, Service Provider is authorized to transfer all user information to Service Provider's successor.

OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by the Service Provider and/or its Licensor and service providers except where expressly stated otherwise. This agreement only provides a licensor to the Client/ Licensee to use the Premise and will not provide any leasehold rights to the Client/ Licensee. Client/ Licensee agrees that the Client/ Licensee is not the owner of any phone number assigned to them by the Service Provider. Upon termination of the agreement for any reason, such number may be reassigned to another Client/ Licensee.

Annexure-1

NATURE OF BUSINESS

THIS IS A FORMAL AGREEMENT ON Licensee's TERMS AND CONDITIONS.

I AGREE TO THE ABOVE TERMS AND CONDITIONS.

SIGNED ON BEHALF OF THE LICENSOR	SIGNED ON BEHALF OF THE LICENSEE
Name: Signature:	Name: Signature:

WITNESS 1

Name: -

Aadhar Number: -

Aadhar Linked Mobile No: -

Signature: --

Address: -

WITNESS 2

Name: -

Aadhar Number: -

Aadhar Linked Mobile No: -

Signature: -

Address: -

Bank Account Details:

ICICIBANK A/C No.

Branch & IFS Code :

Private Limited